



Dated: June 08, 2010

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

Ronald M. Horwitz (005655)
Janessa E. Koenig (018618)
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:

SHAD W. SCHAFER and
CANDANCE M. SCHAFER

Debtors.

Chapter 7

No: 2-09-bk-22507-GBN

WELLS FARGO FINANCIAL ARIZONA,
INC.,

Movant,

v.

SHAD W. SCHAFER and
CANDANCE M. SCHAFER and
ROGER W. BROWN, Trustee,

Respondent.

**ORDER FOR RELIEF FROM THE
AUTOMATIC STAY**

This matter coming before this Court pursuant to the Motion of Secured Creditor, WELLS FARGO FINANCIAL ARIZONA, INC., to lift the automatic stay with respect to the Estate and to the Debtors' interest in the real property described in the Note and Deed of Trust attached to Motion; respectively; that the Debtors have defaulted in their installment payments and cause exists for lifting the automatic stay; that the Debtors have been unable to afford Movant adequate

1 protection for its interest in said property; that there is no equity in said property for the
2 bankruptcy estate, and that Movant should be permitted to foreclose its lien upon said property.

3 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Automatic Stay
4 provided by 11 U.S.C. § 362 and any injunction arising under 11 U.S.C. § 524 are lifted and
5 vacated with respect to both the Estate and the Debtor's interest in the property described, to wit:

6 LOT 85, OF SUPERSTITION VIEW PHASE II,
7 ACCORDING TO THE PLAT OF RECORD IN THE
8 OFFICE OF THE COUNTY RECORDER OF
9 MARICOPA COUNTY, ARIZONA, RECORDED IN
10 BOOK 266 OF MAPS, PAGE 45.

11 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Movant may
12 contact the Debtors by telephone or written correspondence regarding a potential Forbearance
13 Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation
14 Agreement, and may enter into such agreement with Debtors. However, Movant may not
15 enforce, or threaten to enforce, any personal liability against Debtors if Debtors' personal liability
16 is discharged in this bankruptcy case.

17 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Order shall
18 remain in effect in any bankruptcy chapter to which the Debtors may convert.

19 DATED this _____ day of _____, 2010.

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22 UNITED STATES BANKRUPTCY JUDGE
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1 **COPY** of the foregoing mailed
2 this 19th day of April, 2010, to:

3 SHAD W. SCHAFER
4 CANDANCE M. SCHAFER
5 9223 E. Adobe Rd.
6 Mesa, AZ 85207

7 MARI JO CLARK
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9 Phoenix, AZ 85016

10 ROGER W. BROWN
11 P.O. Box 32967
12 Phoenix, AZ 85064-2967

13 s/ Jeanette Chavez
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